

**EXHIBIT  
22  
TO YALOWITZ  
DECL.**

**EXHIBIT C**



## EXCESS FINANCIAL PRODUCTS INSURANCE POLICY

Exhibit #

2

POLICY NUMBER NDA 0200454-00TWIN CITY FIRE INSURANCE COMPANY  
Indianapolis, IndianaCoverage is provided in the Company shown above.  
The Company is a stock insurance company,  
herein called the Underwriters.

**NOTICE: THIS IS A CLAIMS MADE POLICY. EXCEPT AS MAY BE OTHERWISE PROVIDED HEREIN, THE COVERAGE OF THIS POLICY IS LIMITED TO LIABILITY FOR ACTS COVERED BY UNDERLYING INSURANCE (ITEM D.) FOR WHICH CLAIMS ARE FIRST MADE AGAINST THE INSURED(S) WHILE THE POLICY IS IN FORCE. THIS POLICY DOES NOT PROVIDE FOR THE UNDERWRITERS TO DEFEND THE INSURED, AND ANY DEFENSE COSTS AND OTHER CLAIM EXPENSE COVERED UNDER THE POLICY IS PART OF AND NOT IN ADDITION TO THE LIMIT OF LIABILITY. PLEASE READ AND REVIEW THE POLICY CAREFULLY.**

## DECLARATIONS

ITEM A. Name of Insured: (hereinafter called the "Insured") **GENERAL MOTORS CORPORATION**  
 Address of Insured: 300 RENAISSANCE CENTER  
 DETROIT, MI 48265-3000

ITEM B. Policy Period: From 12:01 a.m. on December 15, 2000 To 12:01 a.m. on December 15, 2003  
 (Standard Time at the address stated in Item A)

ITEM C. LIMIT OF LIABILITY: \$20,000,000 part of \$50,000,000 Aggregate each Policy Period, Including claim expense.

## ITEM D. SCHEDULE OF UNDERLYING INSURANCE:

(1) Primary Policy: Combined Directors and Officers and Company Liability, Professional Liability, Fiduciary Liability, and Employment Practices Liability  
 Company: Underwriters at Lloyds  
 Policy Number: 823/FB0000295 [Certificate No. 823/FD0001142]  
 Limit of Liability: \$50,000,000

(2) Underlying Excess Policy(ies): N/A

ITEM E. ENDORSEMENTS EFFECTIVE AT INCEPTION: See Attached Schedule A

ITEM F. TERMINATION OF PRIOR POLICY(IES): NDA0109854-00;NIA0112770-00

## ITEM G. DISCOVERY CLAUSE:

(1) Additional Premium: \$714,200

(2) Additional Period: One (1) Year

ITEM H. POLICY PERIOD PREMIUM: \$2,000,000

**COPY**

Authorized Representative

Date

Policy Number: NDA 0200454-00

Effective Date: December 15, 2000

Named Insured and Address: GENERAL MOTORS CORPORATION  
300 RENAISSANCE CENTER  
DETROIT, MI 48265-3000



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT  
**LISTING OF POLICY PROVISIONS AND ENDORSEMENTS  
FORMING A PART OF THE POLICY AT ISSUE**

The following is a listing of policy provisions and endorsements by Form Number and Title that form a part of the policy at issue.

FORM NUMBER	TITLE
DO 00 R011 00 0494	EXCESS FINANCIAL PRODUCTS INSURANCE POLICY
RN 00 N026 00 0593	IN WITNESS PAGE
RO.A	ENDORSEMENT NO. 1
GM.B	EXCESS REINSTATEMENT OF LIMIT OF LIABILITY
GM.P	SEVERAL LIABILITY ENDORSEMENT
DO 21 R293 01 0597	CANCELLATION ENDORSEMENT - MICHIGAN

# The Hartford

## EXCESS FINANCIAL PRODUCTS INSURANCE POLICY

### I. INSURING AGREEMENT

A. The Insurer designated in the Declarations (a Stock Insurance Company herein called the "Underwriters"), in consideration of the payment of the premium and subject to all of the terms, conditions and exclusions of this policy, agrees with the Insured(s) as follows:

The Underwriters shall provide the Insured(s) with insurance during the Policy Period which is in excess of the total limits of liability and any retention/deductible under all Underlying Insurance, as set forth in Item D of the Declarations, whether collectible or not.

### II. LIMIT OF LIABILITY

A. It is expressly agreed that liability for any loss shall attach to the Underwriters only after the Primary and Underlying Excess Insurers shall have duly admitted liability and shall have paid the full amount of their respective liability (hereinafter referred to as the "Underlying Insurance") and the Underwriters shall then be liable to pay only such additional amounts up to the Limit of Liability set forth in Item C of the Declarations, which shall be the maximum liability of Underwriters in each Policy Year.

B. In the event of the reduction or exhaustion of the aggregate limits of liability under the Primary and Underlying Excess Policy(ies) by reason of losses paid thereunder for claims first made while this policy is in force, this policy, shall:

1. in the event of such reduction, pay the excess of the reduced Primary and Underlying Excess Limits,
2. in the event of exhaustion, continue in force as Primary Insurance, subject to the Underwriters' Limit of Liability and to other terms, conditions and exclusions of this policy,

provided always that in the latter event this policy shall only pay excess of the retention/deductible applicable to such Primary Insurance as set forth in the Primary Policy, which shall be applied to any subsequent loss in the same manner specified in such primary insurance. Written notice of exhaustion of Underlying Insurance shall be given the Underwriters immediately upon such exhaustion. Nothing herein shall be construed to provide for any duty on the part of the Underwriters to defend any Insured or to pay defense or any claim expenses in addition to the Limit of Liability set forth in Item C. of the Declarations.

C. The inclusion of more than one Insured shall not operate to increase the Underwriters Limit of Liability as set forth in Item C of the Declarations.

**COPY**

### III. PRIMARY AND UNDERLYING INSURANCE

- A. This policy is subject to the same warranties, terms, conditions, definitions, exclusions and endorsements (except as regards the premium, the amount and limits of liability, and duty to defend and except as otherwise provided herein) as are contained in or as may be added to the policy of the Primary Insurer, together with all the warranties, terms, conditions, exclusions and limitations contained in or added by endorsement to any Underlying Excess Policy(ies).
- B. In no event shall this policy grant broader coverage than is provided by the most restrictive Primary or Underlying Excess Policy(ies).
- C. It is a condition precedent to this policy that the policy(ies) of the Primary and Underlying Excess Insurers shall be maintained in full effect while this policy is in force except for any reduction of the aggregate limits contained therein (as provided for in Paragraph II(B) above).
- D. Failure of the Insured to comply with the foregoing shall not invalidate this policy, but in the event of such failure, the Underwriters shall be liable only to the extent that it would have been liable had the Insured complied therewith.

### IV. COSTS, CHARGES AND EXPENSES

- A. No costs, charges or expenses for investigation or defense of claims shall be incurred, or settlements made, without the Underwriters' written consent, such consent not to be unreasonably withheld; however, in the event of such consent being given, the Underwriters will pay, subject to the provisions of Paragraph II, such costs, settlements, charges or expenses. Should any claim or suit be settled or disposed of for not more than the Underlying Insurance (Item D of the Declarations) then no costs shall be paid by the Underwriters.
- B. The Underwriters may, at their sole option, elect to participate in the investigation, settlement or defense of any claim against any Insured(s) for matters covered by this policy even if the Primary or Underlying Excess Policy(ies) has not been exhausted.
- C. All expenses resulting from the investigation and defense of claims to which this policy applies, including court costs, appeal bonds, pre-judgment interest, and post-judgment interest, shall be included in the Limit of Liability of this policy and not in addition thereto.

### V. GENERAL CONDITIONS

- A. Definitions
  - 1. Primary Policy means the policy scheduled in Item D(1) of the Declarations.
  - 2. Underlying Excess Policy(ies) means the policy(ies) scheduled in Item D(2) of the Declarations.
  - 3. Underlying Insurance means all those policies scheduled in Item D of the Declarations.
  - 4. Policy Year means the period of one year following the effective date and hour of this policy or any anniversary thereof, or if the time between the effective date or any anniversary and the termination of the policy is less than one year, such lesser period.

B. Discovery Clause

If the Underwriters shall cancel or refuse to renew this policy, the Insured shall have the right upon payment of an additional premium as set forth in Item G(1) of the Declarations, to an extension of the coverage granted by this policy in respect of any claim or claims which may be made against the Insured during the period set forth in Item G(2) of the Declarations, after the date of such cancellation or non-renewal, but only in respect of any act committed before the date of cancellation or non-renewal of the policy. A written request for this extension, together with payment of the appropriate premium, must be made to the Underwriters within ten (10) days after the effective date of cancellation or non-renewal of this policy.

C. Subrogation

All recoveries or payments recovered or received subsequent to a settlement under this policy shall be applied as if recovered or received prior to such settlement, and all necessary adjustments shall then be made between the Insured and the Underwriters.

D. Cancellation Clause

This policy may be cancelled by the Insured at any time by written notice or surrender of this policy. This policy may also be cancelled by, or on behalf of, the Underwriters by delivering to the Insured or by mailing to the Insured by registered, certified or other first class mail, at the Insured's address shown in this policy, written notice stating when, not less than sixty (60) days thereafter, the cancellation shall become effective. The mailing of such notice as aforesaid shall be sufficient proof of notice, and this policy shall terminate at the date and hour specified in such notice.

If the policy shall be cancelled by the Insured, the Underwriters shall retain the customary short rate proportion of the premium hereon.

If this policy shall be cancelled by or on behalf of the Underwriters, the Underwriters shall retain the pro rata proportion of the premium hereon. Payment or tender of any unearned premium by the Underwriters shall not be a condition precedent to the effectiveness of cancellation, but such payment shall be made as soon as practicable.

If the period of limitation relating to the giving of notice is prohibited or made void by any law controlling the construction thereof, such period shall be deemed to be amended so as to be equal to the minimum period of limitations permitted by law.

E. Termination of Any Underlying Insurance

This policy shall terminate immediately upon the termination of any Underlying Insurance, whether by the Insured or any Underlying Insurer. Notice of cancellation or non-renewal of all or part of the Underlying Insurance duly given by any such Insurer shall serve as notice of the cancellation or non-renewal of this policy by the Underwriters.

F. Termination of Prior Policy(ies)

The taking effect of this policy shall terminate, if not already terminated, the policy(ies) specified in Item F of the Declarations.

G. Notice

The Underwriters shall be given notice in writing as soon as is practicable (a) in the event of the cancellation of any Underlying Insurance and (b) of any additional or return premiums charged or paid in connection with any Underlying Insurance.

Any changes in coverage or in the Insured in the Underlying Insurance shall be promptly reported to the Underwriters and the Insured shall, upon request, furnish the Underwriters with copies of such changes.

In the event any claim is made against any Insured, written notice shall be given to the Underwriters at Hartford Plaza, Hartford, CT, 06115, ATTN: CLAIMS DIVISION, and otherwise pursuant to all appropriate notice provisions contained in the Underlying Insurance. Such notice shall contain particulars sufficient to identify the Insured and the fullest information obtainable at the time.

If legal proceedings are begun, the Insured shall forward to Underwriters each pleading or document, or a copy thereof, received by the Insured or the Insured's representatives, together with copies of reports or investigations made by the Insured with respect to such proceedings.

H. Company Authorization Clause

Except as respects the giving of notice to exercise the Discovery Clause under Paragraph V(b), by acceptance of this policy, the Insured named in Item A of the Declarations agrees to act on behalf of all Insured(s) with respect to the giving and receiving of notice of claim or cancellation, the payment of premiums and the receiving of any return premiums that may become due under this policy.

I. The Insured shall give the Underwriters such information and cooperation as they may reasonably require.

J. Loss shall be paid in United States currency.

K. Appeals

In the event the Insured or the Insured's Primary or Underlying Excess Insurer(s) elects not to appeal a judgment which exceeds the Underlying Insurance, the Underwriters may elect to do so at their own expense, and shall be liable for the taxable costs, disbursements and interest incidental thereto.

L. Other Insurance

If other insurance is available to the Insured which covers a loss also covered by this policy, other than insurance that is specifically purchased as being in excess of this policy, this policy shall operate in excess of, and not contribute with, such other insurance.



IN WITNESS WHEREOF, the Company has caused this policy to be executed and attested, and if required by state law, this policy shall not be valid unless countersigned by a duly authorized representative of the Company.

TWIN CITY FIRE INSURANCE COMPANY  
HOME OFFICE - INDIANAPOLIS, INDIANA  
ADMINISTRATIVE OFFICES - HARTFORD, CONNECTICUT  
(A STOCK INSURANCE COMPANY MEMBER OF THE HARTFORD)

*C. M. O'Halloran*

Secretary

*Ramoni Ayer*

President

RN 45 N026 00 0896  
ILBP 83 01 05 89 RN

**COPY**

TWIN\_00008312

ENDORSEMENT NO. 1

This endorsement, effective 12:01 am, December 15, 2000, forms part of policy number NDA 0200454-00

Issued to: GENERAL MOTORS CORPORATION

by: TWIN CITY FIRE INSURANCE COMPANY

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

It is agreed that this Policy shall be amended as follows:

1. Section IV. COSTS, CHARGES AND EXPENSES, A. is amended by inserting the words "With respect to any claim which might reasonably be expected to cause any loss under this policy," at the beginning of the first sentence.
2. Section V. General CONDITIONS, G. Notice is amended by inserting the words "With respect to any claim which might reasonably be expected to cause any loss under this policy," at the beginning of the last sentence.
3. Section V. GENERAL CONDITIONS, A. Definitions 4. Is deleted in its entirety and replaced with:
  4. "Policy Period" shall mean the period set forth in ITEM B. of the Declarations.
4. Whenever the term "Policy Year" appears in this Policy, including any endorsements, it shall be deleted and replaced with "Policy Period".
5. Notwithstanding Endorsement No. 4, CANCELLATION ENDORSEMENT MICHIGAN, Section V. GENERAL CONDITIONS, D. Cancellation Clause is deleted in its entirety.
6. Notwithstanding Endorsement No. 4, CANCELLATION ENDORSEMENT MICHIGAN, Section V. GENERAL CONDITIONS, is amended by adding the following:

M. Fully Earned Premium

The entire premium for this policy shall be deemed fully earned as of inception.

RO.A

**COPY**

ENDORSEMENT NO: 2  
PAGE 1 OF 2

This endorsement, effective 12:01 am, December 15, 2000, forms part of policy number NDA 0200454-00

issued to: GENERAL MOTORS CORPORATION

by: TWIN CITY FIRE INSURANCE COMPANY

**EXCESS REINSTATEMENT OF LIMIT OF LIABILITY**

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

This endorsement modifies insurance provided under the following:

Excess Financial Products Insurance Policy

It is agreed:

1. In the event a claim is reported to the Underwriters in accordance with the Underlying Insurance, the Insured(s) thereafter shall have the right to purchase from the Underwriters a reinstatement of this Policy ("Reinstated Excess Policy"), provided that the insurers for all Underlying Insurance have reinstated the underlying limits of liability under, or have issued excess reinstatement policies pursuant to, the Underlying Insurance. The Underwriters shall not, however, be obligated to issue the Reinstated Excess Policy if the Insured(s) are then in material breach of any terms and conditions of this Policy.
2. The Insured(s) may exercise such right only if it provides to the Underwriters written notice thereof during the Policy Period. The Insured(s) may purchase only one such Reinstated Excess Policy during the Policy Period, regardless of the number of claims reported to the Underwriters.
3. The Reinstated Excess Policy shall afford coverage specifically excess of this Policy and all Underlying Insurance (including any reinstated limit of liability under, or excess reinstatement policy issued pursuant to, the Underlying Insurance). Except as otherwise set forth in the Reinstated Excess Policy, the Reinstated Excess Policy shall be subject to the same terms and conditions as are contained in this Policy (including any terms and conditions of the Underlying Insurance to which this Policy is subject by reason of Section III, Primary and Underlying Insurance, of this Policy) and shall terminate on the same date that this Policy terminates.

GM.B

**COPY**

ENDORSEMENT NO: 2  
PAGE 2 OF 2

4. The Reinstated Excess Policy's Limit of Liability shall be \$20,000,000 (part of \$50,000,000), which shall be the Underwriters' maximum liability under the Reinstated Excess Policy for all claims first made during the period the Reinstated Excess Policy is in effect. However, the Underwriters' maximum liability under this Policy and the Reinstated Excess Policy, combined, shall be \$20,000,000 (part of \$50,000,000) for all loss on account of any single claim or two or more claims arising from the same, similar, repeated or causally connected wrongful acts. The immediately preceding sentence further limits and does not increase the Underwriters' maximum liability under this Policy or the Reinstated Excess Policy.
5. The Reinstated Excess Policy shall cover, subject to its terms and conditions, loss on account of claims first made against the Insured(s) on or after the inception date of such Reinstated Excess Policy and before termination of such Reinstated Excess Policy. The Reinstated Excess Policy will not afford any coverage for any claim based upon, arising from, directly or indirectly resulting from, or in consequence of, or in any way involving: (i) any circumstance or wrongful act, written notice of which has been given under this Policy or the Underlying Insurance by the Insured(s) prior to the inception date of the Reinstated Excess Policy, (ii) any written demand received or judicial or administrative proceeding pending or order, decree or judgment entered against or settlement effected by the Insured(s) on or prior to the inception date of the Reinstated Excess Policy, or (iii) the same or any substantially similar fact, circumstance or situation underlying or alleged in such demand, proceeding, order, decree, judgment, or settlement.
6. The premium for the Reinstated Excess Policy shall be 150% of the pro-rata unearned Policy Period Premium as of the inception date of the Reinstated Excess Policy (but not less than 150% of the annualized Policy Period Premium), which, as a condition precedent to the Insureds' rights under this endorsement, shall be paid within thirty (30) days of the Insureds' written notice to the Underwriters of their election to purchase the Reinstated Excess Policy. The premium for the Reinstated Excess Policy shall be deemed fully earned on the date that such premium is paid to the Underwriters.
7. The inception date of the Reinstated Excess Policy shall be the date on which the Underwriters first receive such notice of election from the Insured, unless another date mutually is agreed upon between the Underwriters and the Insured.

All other terms and conditions remain unchanged.

GM.B

**COPY**

ENDORSEMENT NO: 3  
Page 1 of 2

This endorsement, effective 12:01 am, December 15, 2000, forms part of policy number NDA 0200454-00

issued to: GENERAL MOTORS CORPORATION

by: TWIN CITY FIRE INSURANCE COMPANY

UNDERWRITING PARTICIPATION ENDORSEMENT

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

It is agreed that:

1. This policy is part of an underwriting participation arrangement (the "Program") to provide a \$50,000,000 Limit of Liability excess of the Primary Policy involving the following:

Participating Insurer	Participating Insurance Policy No.	Participating Insurer's Limit of Liability	Participating Insurer's Percentage
Twin City Fire Insurance Co.	NDA 0200454-00	\$20,000,000	40%
Underwriters at Lloyds	823/FD0001144	\$10,000,000	20%
Continental Casualty Company	169737324	\$10,000,000	20%
Clarendon National Insurance Company	MAG1440043650000	\$10,000,000	20%

2. Except for each Participating Insurer's premium, limit of liability, participation percentage, and as otherwise agreed, coverage under the Program is intended to follow the terms, conditions, and exclusions of this policy.
3. Each Participating Insurer shall be liable for its limit of liability only.
4. Notwithstanding any other provision of this policy to the contrary, each Participating Insurer shall be liable for its percentage of each covered loss only.
5. The liability of each Participating Insurer shall be several and not joint. The failure, refusal or inability of any Participating Insurer to pay covered loss, including, without limitation, an inability based upon insolvency, shall not increase or otherwise affect the liability of any other Participating Insurer.

ENDORSEMENT NO: 3  
Page 2 of 2

6. It is the intent of the Participating Insurers that Twin City Fire Insurance Company assumes a primary role in the monitoring of any claim, notice of wrongful act or breach of fiduciary duty submitted for coverage under the Program. It is agreed that this primary role shall include the selection and engagement of counsel for the Program. Notwithstanding the foregoing, it is understood that each Participating Insurer shall:
  - A. receive from the Insured notice of any claim, wrongful act or breach of fiduciary duty submitted for coverage under the Program;
  - B. be liable for its corresponding percentage only of any expenses incurred in the monitoring of any claim, notice of wrongful act or breach of fiduciary duty under the Program; and
  - C. make its own determination of whether loss is covered under the Program.

All other terms and conditions remain unchanged.

GM.P

**COPY**

TWIN\_00008317

ENDORSEMENT NO: 4

This endorsement, effective 12:01 a.m., December 15, 2000, forms part of policy number NDA 0200454-00

issued to: GENERAL MOTORS CORPORATION

by: TWIN CITY FIRE INSURANCE COMPANY

## CANCELLATION ENDORSEMENT

MICHIGAN

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

The following definitions apply solely for purposes of this endorsement:

- 1) "Insurer" means the insurance company which issued this policy; and
- 2) "First Named Insured" means the entity listed on the Declarations Page.

It is agreed that the cancellation provision of this policy is deleted in its entirety and replaced by the following:

1. This policy may be canceled at any time at the request of the First Named Insured, in which case the Insurer shall refund the excess of paid premium or assessment above the pro rata rates for the expired time, provided the First Named Insured does not cancel this policy after the effective date of the acquisition of the First Named Insured as described in this policy.
2. This policy may be cancelled at any time by the Insurer only for non-payment of premium by mailing to the First Named Insured at the First Named Insured's address last known to the Insurer or an authorized agent of the Insurer, with postage fully prepaid, not less than ten (10) days' written notice of cancellation with or without tender of the excess of paid premium or assessment above the pro rata premium for the expired time. The excess, if not tendered, shall be refunded on demand.
3. The minimum earned premium on any policy cancelled hereunder shall not be less than the pro rata premium for the expired time or \$25.00, whichever is greater.

All other terms and conditions of this Policy remain unchanged.

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